

REQUEST FOR PROPOSAL

This Is Not An Order - Make A Copy For Your File - Return

Original

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PURCHASING AND MATERIALS SUPPORT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550	Issue Date	September 19, 2018
	Proposal Number	RFP No. 8307
C O N T R A C T O R	Return your Proposal in envelope, sealed and clearly marked on outside with Proposal number and date shown below to:	
	PURCHASING AND MATERIALS SUPPORT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550 ATTN: RFP No. 8307	
	Proposals must be received at SRCSD Reception and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on:	
	October 17, 2018	
For Additional Information Contact		
	Issuing Officer:	Robert J. Salinas
	PHONE:	(916) 875-9013
Merchandise or Service for Delivery To: Sacramento Regional County Sanitation District (SRCSD) 8521 Laguna Station Road Elk Grove, CA 95758		

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to all of this Request for Proposal:

Firm Name	Terms of Sale: Net 30
Signature	F.O.B. Point Destination
Printed Name	
Federal Tax ID Number	
Date	E-Mail:
Telephone:	Fax:

N19 Stainless Steel Slide Gates and Actuators

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed Proposals to provide finished products necessary for Request for Proposal No. 8307 Stainless Steel Slide Gates and Actuators, to be purchased for the Regional San's Arden Pump Station.

ESTIMATED PURCHASE AMOUNT: \$65,000.00

Sealed Proposals will be received at the District's Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., October 17, 2018** to be publicly opened and declared aloud by District representatives.

- 1) Any Proposer who wishes its Proposal to be considered is responsible for making certain that its Proposal is actually delivered to the District Purchasing Office.
- 2) Proposer envelope must clearly list contractor name and return address. Envelopes that do not list contractor name and address will not be opened.
- 3) Proposals shall be addressed to:

Sacramento Regional County Sanitation District
Purchasing & Materials Support
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: RFP No. 8307.

All Proposals submitted will be publicly opened and declared aloud by District representatives.

The District hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations of beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy as set forth hereunder.

The District Purchasing Manager reserves the right to reject any or all Proposals and waive any irregularity in Proposals received.

Robert J. Salinas
Contract Services Officer II
salinasr@sacsewer.com

KEY ACTION DATES

RFP Issue:	September 19, 2018
Substitution Request Form Due Date:	October 3, 2018
Questions Deadline:	October 3, 2018
Proposal Due Date:	October 17, 2018
Intent to Award:	October 31, 2018
Purchase Order Award:	November 7, 2018

Request for Proposal Contents

<p>Information provided in this proposal:</p> <ul style="list-style-type: none"> • Cover Page ** • Notice to Contractors • Key Action Dates • Introduction • Proposal Inquires • Scope of Work • Evaluation Criteria • Cost Response ** • General Terms and Conditions • District Insurance Requirements • Insurance Coverage Statement ** • Standard Terms & Conditions • Proposer’s Statement of Experience and Supplemental Information (Section 00 45 17) ** • Exceptions Response Page ** • Delivery Response Page • Noncollusion Declaration • Appendix A – Specifications • Appendix B - Plan Sheets 	<p>Proposer Response: Interested Proposers must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered. Other pages may be filed in your records.</p> <ul style="list-style-type: none"> • Cover Page with authorized signature • Cost Response • Preliminary Shop Drawings and Calculations (Section 40 05 59.34, page 4, sub-section E) • Insurance Coverage Statement • Proposer’s Statement of Experience and Supplemental Information (Section 00 45 17) • Substitution Request Form (Section 00 43 25) if applicable • Proposed Product Form (Section 00 43 33) • Exceptions to Proposal Response • Delivery Response Page • Non-collusion Declaration • Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”
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INTRODUCTION

INVITATION: The Sacramento Regional County Sanitation District, Purchasing & Material Support, invites Responses which offer to provide the goods and/or services identified on the Cover Sheet, page 1.

DEFINITIONS: We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document:

We/Us/Our: terms which refer to the Sacramento Regional County Sanitation District, a duly organized public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

District – Sacramento Regional County Sanitation District (Regional San)

You/Your: terms which refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Proposer or Supplier will have:

Supplier - A business entity which may provide the subject goods and/or services.

Proposer - A business entity submitting a Response to this request for Proposal. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the Proposal requirements.

Contractor - The Proposer whose Response to this RFP is found by Purchasing to meet the needs of the District. Contractor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFP.

RFP: This entire document including attachments.

Response: The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response.

RFP CLARIFICATION: Questions regarding this RFP should be directed in writing to the Issuing Officer specified on the Cover Sheet, page 1. Answers, citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

RFP Amendment: If it becomes evident that this RFP must be amended, we will issue a formal written amendment to all known prospective Proposers.

Proposer Responsibility: We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP.

AWARD: Award will be made to the responsible Proposer with the highest score based on the Evaluation Criteria listed in this RFP.

CONTRACT EXECUTION - This RFP and the Supplier’s Response will be made part of any resultant purchase Order and will be incorporated in the Contract as set forth.

CONTRACTOR EXAMINATION OF THIS RFP/QUESTIONS: Supplier shall examine carefully the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the system needs through discussion and visits with the District.

If contractors discover an ambiguity, conflict, discrepancy, omission or other errors in the RFP, they shall immediately notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Suppliers requiring clarification of the intent or content of this RFP or on procedural matters regarding the Proposal process may request clarification by contacting the Issuing Officer identified above.

SUBMISSION OF PROPOSALS: Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFP.

Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content. Contractor Proposals shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

The Proposal must be signed by an individual who is authorized to bind the proposing firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned Proposal shall be rejected.

ACCEPTANCE AND REJECTION OF PROPOSALS: The District reserves the right:

- To reject any or all Proposals, or any part thereof;
- To waive any informality in the Proposal;
- To accept the Proposal that is in the best interest of the District.

The District's decision shall be final.

Protests: After receipt of the District's "Intent to Award" notice, any Proposer who has questions or concerns should immediately contact the Issuing Officer for discussion. Any Proposer who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of the District.

No protest received after 4 p.m. on the 3rd business day shall be accepted.

If any District holiday falls within the 3 business day protest response period the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 p.m. Should any of the 3 days be a County holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

Precedence: In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Proposer's Response (as it may be clarified);
- 3) the provisions of the RFP (as it may be supplemented);
- 4) the provisions of the County Standard Specifications.

CLAIMS: Claims shall be in accordance with Section 9-18 of the Sacramento County Standard Construction specifications.

PROPOSAL INQUIRES -

ISSUING OFFICER: The issuing officer and mailing address to send Proposals, questions, and all other correspondence concerning this RFP is:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Rd.
Elk Grove, CA 95758

Attn: Robert J. Salinas
Contract Services Officer II
(916) 875-9013
salinasr@sacsewer.com

PROJECT CONTACTS:

Questions regarding specifications shall be referred to:

Bill Chavez (Project Contact)
Sacramento Regional Wastewater Treatment Plant (SRWTP)
Sacramento Regional County Sanitation District (Regional San)
Telephone: (916) 876-6015
chavezb@sacsewer.com

These inquiries are to be submitted by **October 3, 2018**. Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

Note: The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope on October 17, 2018 by 3:00PM. Refer to instructions on the cover page.

SCOPE OF WORK

Manufacture and deliver one (1) 48" x 78" and one (1) 64" x 64" Stainless Steel Slide Gates with Manual Actuators and Portable Electricity Powered Actuator that can be used to turn the manual actuators on each gate. Services to be provided include factory acceptance testing of the Slide Gates, Field Leakage Test, Commissioning Services, and training of Regional San staff.

The following attachments are part of this contract:

Specifications – Appendix A

- Section 00 43 25 - Substitution Request Form
- Section 00 43 33 - Proposed Product Form
- Section 00 45 17 - Proposer's Statement of Experience and Supplemental Information
- Section 01 33 00 - Submittal Procedures
- Section 01 78 23 - Operations and Maintenance Data
- Section 01 78 43 - Spare Parts
- Section 01 79 10 - Training
- Section 40 05 57.13 - Manual Actuators
- Section 40 05 59.34 - Heavy-Duty Fabricated Stainless Steel Slide Gates
- Section 40 05 59.62 - Portable Actuators

Plan Sheets – Appendix B

- Figure 1, Gate Installation Plans and Sections
- Figure 2, Existing Conditions Images
- Figure 3, Existing Thimble and Stud Layout – G01102

Contract Schedule

Gates shall be delivered to District (Sacramento Regional Wastewater Treatment Plant, 8521 Laguna Station Road, Elk Grove, CA 95758) within 18 weeks or sooner from final shop drawing approval. If gates cannot be delivered within 18 weeks of shop drawing approvals, proposers shall include Exception Response Page with their cost response page. Exception Response Page shall indicate how many weeks after shop drawing approvals the delivery will occur.

Acceptance of Work

It will be the contractor's responsibility to deliver and off-load the gates at the location identified above. Gates delivered to site shall be inspected before acceptance by the designated District representative for conformance to all requirements of this specifications. Should deficiencies be found, it shall be the responsibility of the Contractor to correct the deficiencies in question, make necessary corrections, and then resubmit for inspection and acceptance at no additional expense or obligation to the District.

Safety

The contractor shall be responsible for the safety of their employees at all times.

EVALUATION CRITERIA

Evaluation and Award Matrix: The evaluation team will consist of representatives from the Regional San Engineering Department and Project Consultant. Proposals will be evaluated in two phases, as follows:

Phase 1: In Phase 1, proposals will be examined as to whether or not proposers understood and responded with proper completion and submittal of required proposal documents. Proposals will be examined for adherence to RFP specifications, general requirements, terms and conditions.

Proposers who did not respond properly will be immediately disqualified.

Phase 2: In Phase 2, proposals that were not disqualified in Phase 1, will be evaluated and scored using the table below. Regional San representatives will review the proposals to determine which vendor’s proposal represents the best product value and commitment to perform delivery described in this RFP.

Evaluation Criteria	Maximum Points	Score
<p><u>Competitive Pricing</u></p> <ul style="list-style-type: none"> • Cost 	30	_____
<p><u>Service</u></p> <ul style="list-style-type: none"> • Local Service Availability • Warranty Coverage Period • References 	30	_____
<p><u>Delivery and Sourcing</u></p> <ul style="list-style-type: none"> • Timeliness 	20	
<p><u>Quality of Response</u></p> <ul style="list-style-type: none"> • Adherence to RFP specifications, terms & conditions • Demonstration of technical understanding 	20	_____
Total score	100	_____

Cost Response Page

Cost Response				
Quantity	UM	Description	Unit Price	Extended Price
1	EA	S.S. Slide Gate: 48" X 78" with Operator and Stainless Steel Mounting Plate		
1	EA	S.S. Slide Gate: 64" x 66" with Operator		
1	EA	Portable Powered Actuator		
1	EA	Delivery Charge		
		TOTAL PROPOSAL AMOUNT: (Sum of all Proposal list items above)		
Total Proposal Amount in Words:				

GENERAL TERMS AND CONDITIONS

1) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to page **17- 18** of this RFP.

2) INSURANCE

The insurance provisions attached on page **12 - 15** must be complied with by you if awarded the order. Proof of insurance must be provided to us prior to commencement of work under the contract.

3) PROPOSAL GUARANTY

The Proposal shall be accompanied by a Proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of at least 10% of the total amount of the Proposal, or alternatively by a certified or cashier check made payable to the Owner in the sum of a least 10% of the total amount of the Proposal. The amount payable to the Owner under the Proposal guaranty bond, or the certified or cashier’s check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the selected Proposer to furnish, execute and deliver to the Owner the required performance bond, evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution

4) ADDENDA

Correction of any discrepancies in, or omission from, the drawings, specifications, or other contract documents, or any interpretation thereof, during the Proposal period will be made only by an addendum issued by the District. A copy of each such addendum issued by the District will be e-mailed to each person receiving a set of these documents, and shall be made a part of the contract. Any other interpretation or explanation of such documents will not be considered binding.

Each Proposer shall be responsible that all firms or persons submitting proposals to them, i.e., prospective subcontractors, manufacturers, suppliers, etc. are informed of any such addendum.

5) GUARANTEE

Supplier agrees to abide by the conditions of the attached guarantee which shall be signed and delivered to the District before the final payment is made.

DISTRICT INSURANCE REQUIREMENTS FOR CONTRACTORS

The insurance provisions must be complied with by you if awarded the order. Proof of insurance must be provided to Regional San prior to commencement of work under the contract.

If you are awarded the contract, **Copies of required endorsements must be attached to provide certificates.** Regional San may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of Regional San and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by Regional San before performance commences. Regional San reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office’s Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office’s Commercial Automobile Liability coverage form CA 0001, auto coverage symbol “1” (any auto). The Contractor’s commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS’ COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability Insurance appropriate to professional services provided. \$1,000,000 per claim and aggregate.
5. **INLAND MARINE FLOATER** or similar physical damage coverage sufficient to provide coverage for physical damage of District property while in transit and in the care, custody and control of Proposer. Coverage shall be on an all-risk basis, including while in transit. Valuation shall be on a replacement cost basis.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000

Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services, then a minimum \$2,000,000 each accident shall be required regardless of the number or mix of vehicles.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by Regional San. At the option of Regional San, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as Regional San, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **ADDITIONAL INSURED STATUS:** Regional San, Sacramento Area Sewer District, and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to Regional San and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Applicable to General Liability and, Auto Liability Policies.

The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 2010 1001 and ISO Form CG 2037 1001 additional insured endorsements, or such other endorsement as acceptable to Risk Management Department.

PRIMARY INSURANCE: For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the Regional San, Sacramento Area Sewer District, and the County, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by Regional San, Sacramento Area Sewer District, or the County, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of the

Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.

3. **FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Regional San, Sacramento Area Sewer District, and the County, their respective governing boards, officers, directors, officials, employees, agents or volunteers. Applies to policies in which Regional San, Sacramento Area Sewer District, and the County are named as an additional insured.
4. **SEVERABILITY OF INTEREST:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages in place at all times and provide Regional San with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Contractor is required by this Agreement to immediately notify Regional San if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. Applicable to all policies.
6. **WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Regional San, Sacramento Area Sewer District, and the County, their respective governing boards, officers, directors, employees and authorized agency and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of Regional San and the public are adequately protected.
8. **SUBCONTRACTORS:** Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by contractor's subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
9. **NOTIFICATION OF CLAIM:** If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

The insurance limits may be adjusted by District at the time of the best and final proposal, contract negotiations, or during the service agreement to cover increased costs. Extensions of policy provisions to cover the interest of District and its member agencies, such as additional insured, (including products/completed operations), waiver of subrogation, loss payee, cancellation notice, certificates of insurance, and other requirements will be provided during the final contract negotiation. Any deductibles applicable to Proposer's insurance shall be the sole responsibility of Proposer.

**INSURANCE COVERAGE STATEMENT
To Be Submitted with Proposal**

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8307 - Stainless Steel Slide Gates. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
STANDARD TERMS AND CONDITIONS PROPOSALS / PROPOSALS / QUOTES

1. PREPARATION OF RESPONSE:

- a. All information requested of the Proposer must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the District.
- e. Time of delivery may be a consideration in the award.
- f. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- j. If any information contained in the response is considered confidential or proprietary by Proposer, it must be clearly labeled as such and presented in a sealed envelope within the Proposer's response package.

2. BRAND NAMES:

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must State the brand and number, or level of quality. The determination of the District Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by Proposer, the offer will be considered exactly as specified.

3. SAMPLES: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

4. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response Regional San, the Proposer certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a purchase order to the Proposer.

5. TAXES: Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

6. LIABILITIES: The Proposer shall hold Regional San, their officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against SRCSD or Proposer because of the unauthorized use of such articles.

7. CASH DISCOUNTS: In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County of Sacramento warrant or check.

8. DEFAULT BY VENDOR: In case of default by vendor, Regional San may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to Regional San. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.

9. AWARDS:

- a. Regional San reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. Regional San decision shall be final.
- b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In

order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

10. **RIGHT TO AUDIT:** The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

11. **ASSIGNMENT:** In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

12. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

13. **SPECIAL CONDITIONS:** District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

14. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

15. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

16. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the District without written notice of acceptance thereof prior to shipment.

17. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

19. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Districts, the County of Sacramento, their respective Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

DELIVERY RESPONSE PAGE

The undersigned certifies that the delivery shown below shall be the maximum time allowed for delivery of the equipment. The successful proposer will comply with the following completion dates.

DELIVERY TO DISTRICT WILL BE _____ WEEKS AFTER FINAL SHOP DRAWINGS SUBMITTAL IS APPROVED.

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature _____